

**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**

**B.1 CONTRACT PRICING**

The Contractor shall provide employee parking at the rates established herein.

<b><u>CLIN</u></b>	<b><u>Description</u></b>
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<b>0001</b>	Interior covered spaces in one location within a three-block radius of the 101 West Broadway, San Diego, with conditions described in Section C.2.
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<b><u>Qty</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price/Month</u></b>	<b><u>Total Price</u></b>
15	ea	\$ _____	\$ _____

## **SECTION C - STATEMENT OF WORK/SPECIFICATIONS**

### **C.1 GENERAL REQUIREMENTS AND SPECIFICATIONS**

The United States Probation Office, Southern District of California, Suite 700, San Diego, CA 92101, requires employee parking for the period of December 1, 2006 to September 30, 2007 as detailed herein.

### **C.2 PARKING SPACES**

The Government requires approximately 15 interior covered parking spaces in one location within three-block radius of the 101 West Broadway, San Diego, CA. Probation officers shall be able to park their own cars, keep their keys, and have unlimited in-and-out privilege at no additional cost from at least 6:00 a.m. through 7:00 p.m. from Monday through Friday. The parking facility should accommodate a minimum of 15 spaces for the officers use and have the ability to add up to 5 additional spaces during the contract period is required. Therefore, the number of spaces needed may change during the term of the contract. Payment will be made on a monthly basis.

If an officer authorized to park forgets his/her card on a particular day and pulls a ticket instead, he/she will write down the appropriate keycard or ID number on the ticket before presenting it to an attendant on duty. It should not incur any additional payment after ticket validation.

Vendors meeting the requirements are to contact Benny Torrijos at 619-557-7178, NLT November 9, 2006.

**SECTION D --PRESERVATION, PACKAGING, AND PACKING**

*Reserved*

**SECTION E --INSPECTION AND ACCEPTANCE**

*Reserved*

**SECTION F--DELIVERIES OR PERFORMANCE**

*Reserved*

## **SECTION G — CONTRACT ADMINISTRATION DATA**

### **G.1 JP-3 Clause B-5, Clauses Incorporated by Reference (AUG 2004)**

This procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.uscourts.gov/procurement/clauses.htm>

<b><u>NUMBER</u></b>	<b><u>TITLE</u></b>	<b><u>Date</u></b>
7-5	Contracting Officer's Technical Representative	Jan 2003
7-125	Invoices	Jan 2003

### **G.2 JP3 Clause 7-1, Contract Administration ( JAN 2003)**

- (a) The contracting officer and contracting officer's technical representative for the contract will be the judiciary's primary points of contact during the performance of the contract. The contracting officer responsible for the administration of this contract will provide a cover letter providing the contracting officer's name, business address, e-mail address, and telephone number. Written communications from the contractor shall make reference to the contract number and shall be mailed to the address provided in the cover letter. Communications pertaining to contract administration matters will be addressed to the contracting officer.
- (b) Notwithstanding the contractor's responsibility for total management during the performance of this contract, the administration of this contract will require the maximum coordination between the judiciary and the contractor. All contract administration will be effected by the contracting officer except as may be re-delegated. In no event will any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the contractor and a person other than the contracting officer be effective or binding upon the judiciary. All such actions shall be formalized by a proper contractual document executed by the contracting officer.

### **G.3 JP3 Clause 7-10, Contractor Representative (JAN 2003)**

- (a) The contractor's representative to be contacted for all contract administration matters is as follows (*contractor complete the information*):
  - Name:
  - Address:
  - Telephone:
  - Email:

Fax:

- (b) The contractor's representative shall act as the central point of contact with the judiciary, shall be responsible for all contract administration issues relative to this contract, and shall have full authority to act for and legally bind the contractor on all such issues.

## **SECTION H — SPECIAL CONTRACT REQUIREMENTS**

*Reserved*

## **SECTION I — CONTRACT CLAUSES**

### **I.1 JP3 JP-3 Clause B-5, Clauses Incorporated by Reference (AUG 2004)**

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<b><u>NUMBER</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>
<b>1-5</b>	Conflict of Interest	Aug 2004
<b>1-10</b>	Gratuities or Gifts	Jan 2003
<b>2-20C</b>	Warranty of Services	Jan 2003
<b>2-50</b>	Continuity of Services	Jan 2003
<b>2-55</b>	Privacy or Security Safeguards	Jan 2003
<b>2-90C</b>	Option to Extend Services	Jan 2003
<b>3-25</b>	Protecting the Government's Interest when subcontracting with Contractors debarred, suspended or proposed for debarment. Covenant Against Contingency Fees	Jan 2003
<b>3-35</b>	Covenant Against Contingent Fees	Jan 2003
<b>3-40</b>	Restrictions on Subcontractor Sales to the Government	Jan 2003
<b>3-45</b>	Anti-Kickback Procedures	Jan 2003
<b>3-50</b>	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity	Jan 2003
<b>3-55</b>	Price or Fee Adjustment for Illegal or Improper Activity	Jan 2003
<b>3-65</b>	Limitation on Payments to Influence Certain Federal Transactions	Jan 2003
<b>3-105</b>	Audit of Records - Negotiations	Jan 2003
<b>3-120</b>	Order of Precedence	Jan 2003
<b>3-205</b>	Protest after Award	Jan 2003
<b>6-40</b>	Federal, State, and Local Taxes	Jan 2003
<b>7-15</b>	Observance of Regulations/Standards of Conduct	Jan 2003
<b>7-20</b>	Security Requirements	Jan 2003

<b>7-25</b>	Indemnification	Aug 2004
<b>7-30</b>	Public Use of the Name of the Federal Judiciary	Jan 2003
<b>7-35</b>	Disclosure or Use of Information	Aug 2004
<b>7-85</b>	Examination of Records	Jan 2003
<b>7-110</b>	Bankruptcy	Jan 2003
<b>7-130</b>	Interest (Prompt Payment)	Jan 2003
<b>7-135</b>	Payments	Jan 2003
<b>7-140</b>	Discounts for Prompt Payment	Jan 2003
<b>7-150</b>	Extras	Jan 2003
<b>7-185</b>	Changes	Jan 2003
<b>7-210</b>	Payment for Emergency Closures	Aug 2004
<b>7-215</b>	Notification of Ownership Changes	Jan 2003
<b>7-220</b>	Termination for Convenience of the Judiciary (Fixed-Price)	Jan 2003
<b>7-230</b>	Termination for Default - Fixed-Price Products and Services	Jan 2003
<b>7-235</b>	Disputes	Jan 2003

#### **SECTION J — LIST OF ATTACHMENTS**

*Reserved.*



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**SECTION K — REPRESENTATIONS, CERTIFICATIONS, AND OTHER  
STATEMENTS OF OFFERORS**

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**K.1 JP3 Clause B-5, Solicitation Provisions Incorporated by Reference (AUG 2004)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.uscourts.gov/procurement/clauses.htm>

<b><u>PROVISION NUMBER</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>
<b>3-15</b>	Place of Performance	Jan 2003
<b>3-60</b>	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Jan 2003

**K.2 JP3 Provision 3-5, Taxpayer Identification (JAN 2003)**

**Taxpayer Identification**

- (a) *Definitions*
- “Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the offeror is a member.
- “Taxpayer Identification (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.
- (b) All offerors shall submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to payment recording requirements, the TIN provided

hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN):*

☐ TIN has been applied for.

☐ TIN is not required, because: \_\_\_\_\_

☐ Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the federal government.

(e) *Type of organization:*

☐ sole proprietorship;

☐ partnership;

☐ corporate entity (not tax-exempt);

☐ corporate entity (tax-exempt);

☐ government entity (federal, state or local);

☐ foreign government;

☐ international organization per-26 CFR 1.6049-4;

☐ other \_\_\_\_\_.

(f) *Common parent*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K.3 JP3 Provision 3-20, Certification Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters (JAN 2003)**

(a) (1) The offeror certifies, to the best of its knowledge and belief, that:

(i) the offeror and/or any of its principals:

(A) are \_\_\_ are not \_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;

(B) have \_\_\_ have not \_\_\_, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state

antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

ii. The offeror \_\_\_ has \_\_\_ has not \_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(3) This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.

(b) The offeror shall provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the judiciary, the contracting officer may terminate the contract resulting from this solicitation for default.

#### **K.4 JP3 Provision 3-30, Certificate of Independent Price Determination (JAN 2003)**

(a) The offeror certifies that:

(1) the prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement, with any

other offeror or with any competitor relating to:

- (A) those prices;
  - (B) the intention to submit an offer; or
  - (C) the methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or contract award unless otherwise required by law; and
  - (3) no attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
    - (1) is the person in the offeror's organization responsible for determining the prices in this offer, and that the signatory has not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
    - (2)
      - (i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ *(insert full name of person(s) in the offeror's organization responsible for determining the prices in this offer, and the title of his or her position in the offeror's organization);*
      - (ii) as an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision; have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
      - (iii) as an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
  - (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure

#### **K.5 JP3 Provision 3-130, Authorized Negotiators (JAN 2003)**

The offeror represents that the following persons are authorized to negotiate on its behalf with the judiciary in connection with this solicitation (*offeror lists names, titles, and telephone numbers of the authorized negotiators*).

Name: \_\_\_\_\_  
Titles: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

## **SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

### **L.1 JP3 Clause B-5, Solicitation Provisions Incorporated by Reference (AUG 2004)**

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<b><u>NUMBER</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>
<b>3-10</b>	Contractor Identification Number - Data Universal Numbering System (DUNS) Number	Jan 2003
<b>3-80</b>	Submission of Offers	Jan 2003
<b>3-85</b>	Explanation to Prospective Offerors	Aug 2004
<b>3-90</b>	Late Submission, Modifications and Withdrawal of Offers	Jan 2003
<b>3-95</b>	Preparation of Offers	Jan 2003
<b>3-100</b>	Instructions to Offerors	Jan 2003
<b>3-110</b>	Equal Offers or Quotations	Jan 2003
<b>3-115</b>	Facsimile Offers	Jan 2003
<b>3-125</b>	Acknowledgment of Solicitation Amendments	Jan 2003

### **L.2 JP-3 Provision 3-210, Protests (AUG 2004)**

(a) The protestor has a choice of protest forums. It is the policy of the judiciary to encourage parties first to seek resolution of disputes with the contracting officer. If the dispute cannot be resolved with the contracting officer, then it is the policy of the judiciary to encourage parties to seek a judiciary resolution of disputes with the Administrative Office of the United States Courts. However, if a party files a formal protest with an external forum on a solicitation on which it has filed a protest with the judiciary, the judiciary protest will be dismissed.

(b) Judiciary protests will be considered only if submitted in accordance with the following time limits and procedures:

(1) any protest shall be filed in writing with the contracting officer designated in the

solicitation for resolution of the protest. It shall identify the solicitation or contract protested and set forth a complete statement of the alleged defects or grounds that make the solicitation terms or the award or proposed award defective. Mere statement of intent to file a protest is not a protest.

- (2) a protest shall be filed not later than ten (10) calendar days after the basis of the protest is known, or should have been known. A protest based on alleged improprieties in a solicitation which are apparent prior to the closing date for receipt of offers, shall be filed prior to the closing date for receipt of offers. The judiciary, in its discretion, may consider the merits of any protest which is not timely filed. The office hours of the Administrative Office are 8:30 a.m. to 5:00 p.m., eastern time. Time for filing a document expires at 5:00 p.m., eastern time, on the last day on which such filing may be made.
- (3) the protest shall include the following information:
  - (i) name, address, and fax and telephone numbers of the protester or its representative;
  - (ii) solicitation or contract number;
  - (iii) detailed statement of the legal and factual grounds for the protest, to include a description of resulting alleged prejudice to the protester;
  - (iv) copies of relevant documents;
  - (v) request for a ruling by the judiciary;
  - (vi) statement as to the form of relief requested;
  - (vii) all information establishing that the protester is an interested party for the purpose of filing a protest; and
  - (viii) all information establishing the timeliness of the protest.
- (c) Protests that are filed directly with the judiciary, and copies of any protests that are filed with an external forum, will be served on the contracting officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

United States Probation  
101 West Broadway, Suite 700  
San Diego, CA 92101-7991
- (d) The copy of any protest shall be received in the office designated above within one day of filing a protest with an external forum.

#### **L.4     Inquiries**

The individual responsible for supplying additional information and answering inquiries concerning the Solicitation Document is the Contracting Officer. All questions pertaining to this solicitation shall be submitted in writing to the Contracting Officer. Answers to questions will be provided to all Offerors being solicited, giving due regard to the proper protection of proprietary information. In order to accomplish this, all questions should be received by the Contracting Officer NO LATER THAN TEN CALENDAR DAYS from date of issuance of the solicitation document.

All correspondence relating to the solicitation document shall be submitted to:

U.S. Probation Office  
101 West Broadway, Suite 700  
San Diego, CA 92101-7991  
Attention: Property and Procurement Section

#### **L.5     General Instructions for the Preparation of Proposals**

This section provides instructions on how to prepare and submit a proposal in response to this Solicitation.

##### **L.5.1   Proposal Instructions**

The Offeror's proposal shall provide all of the information requested below. A cover letter may accompany the proposal to set forth any additional information that the Offeror wishes to bring to the attention of the U.S. Probation Office.

### **L.5.2 Proposal Format**

The Offeror's proposal shall consist of a Business/Technical Proposal. The following is a summary of the required volume parts and sections prescribed in the paragraphs below:

### **L.5.3 Proposal Contents**

The offeror's proposal shall contain the following elements:

#### **L.5.3.1 Part 1 - Cover Sheet**

Blocks 13, 14, 15, 16, and 18 of page 1 of Standard Form 33 (Section A of the RFP) will be completed by the Offeror, and Block 17 shall be signed to show that the Offeror has read and agrees to comply with all the conditions and instructions provided in the solicitation document. Therefore, the form shall be executed by a representative of the Offeror who is authorized to commit the Offeror to contractual obligations. Erasures or other changes shall be initialed by the individual signing the offer. Offers signed by an agent are to be accompanied by evidence of the agent's authority.

#### **L.5.3.2 Part 2 - Section K (Representations, Certifications, and Other Statements of the Offeror)**

The Offeror must check or complete all applicable boxes or blocks in the paragraphs under Section K of the solicitation document and resubmit the full section as part the Business/Technical Proposal.

#### **L.5.3.3 Part 3 - Assumptions, Conditions, or Exceptions**

The Offeror shall submit under this section, all assumptions (if any), conditions, or exceptions upon which the contractual and cost/price part of this proposal is based. If not listed here, it will be assumed that none exist, including any which may be buried in the Offeror's technical and price proposals.

#### **L.5.3.4 Part 4 - Technical Acceptability**

In this section, offerors shall address the following:

1. Location of parking lot being offered
2. Ability to meet requirements listed in Section C.



#### **L.5.3.5 Part 4 - Completed Section B**

In this section, offerors are required to provide separate pricing for each Contract Line Item Number in Section B of the solicitation. All proposed pricing shall be firm fixed-price.

#### **L.5.4. Proposal Submission**

The Offeror shall submit the entire original solicitation package to the following address no later than 3:00 p.m., Thursday, November 9, 2006.

Benny Torrijos  
Property and Procurement Assistant  
U.S. Probation Office  
101 West Broadway, Suite 700  
San Diego, CA 92101-7991

## **SECTION M -- EVALUATION FACTORS FOR AWARD**

### **M.1 Evaluation of Proposals**

#### **M.1.1 General**

The evaluation will be conducted using the evaluation criteria as set forth in this Section. Each offer should contain the Offeror's best terms from a technical and price standpoint. Proposal clarification/revision requests may be issued which encompass any and all written documentation submitted in response to the RFP as may be deemed necessary by the Contracting Officer to fully explore and evaluate the merits of proposals submitted.

##### **M.1.1.2 Evaluation Approach**

Each proposal submitted in response to this solicitation shall be evaluated for technical acceptability and lowest price.

##### **M.2.1.2.1 Technical Acceptability Evaluation**

To be considered technically acceptable, the proposal shall be evaluated for the ability to meet requirements listed in Section C.

##### **M.2.1.2.3 Price Evaluation**

The offeror's proposed prices will be evaluated for lowest cost.

### **M.3 Contract Award**

The Government intends to award a single contract resulting from this solicitation. Contract award will be made to the responsible offeror whose offer represents the technically acceptable lowest price to the Government, given the outcome of the Government's evaluation of each offeror's technical proposal and price.